

1. NE Commitment

Form 1756
Commitment

Commitment No.: **NCS-568993-OMHA**

COMMITMENT FOR TITLE INSURANCE

ISSUED BY

First American Title Insurance Company

First American Title Insurance Company, herein called the Company, for valuable consideration, hereby commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest covered hereby in the land described or referred to in Schedule A, upon payment of the premiums and charges therefor; all subject to the provisions of Schedules A and B and to the Conditions and Stipulations hereof.

This commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A hereof by the Company, either at the time of the issuance of this Commitment or by subsequent indorsement.

This Commitment is preliminary to the issuance of such policy or policies of title insurance and all liability and obligations hereunder shall cease and terminate six (6) months after the effective date hereof or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company. This Commitment shall not be valid or binding until countersigned by an authorized officer or agent.

IN WITNESS WHEREOF, the Company has caused this Commitment to be signed and sealed, to become valid when countersigned by an authorized officer or agent of the Company, all in accordance with its By-Laws. This Commitment is effective as of the date shown in Schedule A as "Effective Date."

First American Title Insurance Company

Dennis J. Gilmore

Dennis J. Gilmore
President

Timothy Kemp

Timothy Kemp
Secretary



Alton C. Albrecht

BY

COUNTERSIGNED

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SCHEDULE A

1. Effective Date: September 21, 2012 at 8:00 A.M.

2. Policy or Policies to be issued:	Amount	Premium
(a) ALTA Owner's Policy 06-17-06	\$ TBD	\$ TBD
Proposed Insured: To be determined		
(b) ALTA Loan Policy 06-17-06	\$ N/A	\$ N/A
Proposed Insured: N/A		
		\$

3. The estate or interest in the land described or referred to in this commitment and covered herein is fee simple and title thereto is at the effective date hereof vested in:

Buffalo Hill Farm LLC, a limited liability company duly organized under the laws of the State of Delaware

4. The land referred to in this Commitment is:

**Legal Description attached hereto as Schedule C
and by this reference incorporated herein.**

**SCHEDULE B - Section 1
REQUIREMENTS**

The following are the requirements to be complied with:

- A. Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.
- B. Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record, to wit:
 - 1. Warranty Deed from from the Authorized Signatory for Buffalo Hill Farm LLC, a limited liability company, to Buyer - To be determined, conveying the subject lands for the sum yet to be determined.
 - 2. Reconveyance of the Deed of Trust shown on Schedule B II as Exception No. 11.
 - 3. The exact legal description by metes and bounds must be determined by a survey to be filed in the office of the Register of Deeds and a copy of said survey submitted to the title company for examination. (Tracts 6, 7 & 9)
 - 4. This commitment is issued pursuant to the sale of said property shown on Schedule "A" herein at a public auction and the Company reserves the right to require any further documentation to effectuate the sale of said property pursuant to the terms of said public auction and further that the policy shall not be issued to the prospective purchaser of the property at the public sale until such time as all of the requirements concerning said sale have been completed and the sale transaction closed.

The application for Title Insurance does not give the name of the prospective purchaser. When the customers name is ascertained, the records must be run for possible judgments.

Note: Title Company reserves the right to make additional requirements.

- C. LLC requirements Buffalo Hill Farm, LLC, as follows:

The furnishing of an affidavit signed by all members representing an accurate and complete copy of the Operating Agreement.

The furnishing of a copy of the resolution of the company authorizing the transaction to be insured herein.

The furnishing of a Certificate of Existence of the company evidencing that they are registered with the State of Nebraska.

The furnishing of a copy of the Articles of Organization of the company from the Secretary of State of the State of Nebraska.

- D. The attached Affidavit will need to be executed and returned to the title company by the Seller herein. Any matter disclosed therein, or otherwise brought to the attention of the title company, will appear as an exception in the policy and this commitment will be subject to further requirements as the company deems necessary.

SCHEDULE B - Section 2

EXCEPTIONS

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company.

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.
7. Defects, liens, encumbrances, adverse claims or other matters, if any created, first appearing in the current public records or attaching subsequent to the effective date hereof, but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this commitment.
8. Taxes or special assessments which are not shown as existing liens by the public record.
9. General and special taxes and assessments as hereafter listed, if any (all amounts shown being exclusive of interest, penalties and costs):
10. 2011 Taxes Paid in full. 2012 Taxes Accruing. Special Assessments not yet of record. (For information only:

Parcel No. 191-490.10, 2011 Taxes \$10,929.61 - S1/2 11-6-12,
Parcel No. 184-110.00, 2011 Taxes \$1,232.18 - N1/2NE1/4 23-6-12,
Parcel No. 184-100-000, 2011 Taxes \$1,898.62 - S1/2SE1/4 14-6-12,
Parcel No. 191-630.00, 2011 Taxes \$8,383.28 - N1/2SE1/4, NE1/4 & E1/2NW1/4 14-6-12,
Parcel No. 191-600-00, 2011 Taxes \$2,814.32 - W1/2NW1/4 13-6-12,
Parcel No. 190-590.00, 2011 Taxes \$3,089.81 - E1/2NW1/4 13-6-12,
Parcel No. 184-120.00, 2011 Taxes \$5,522.73 - NW1/4 23-6-12,
Parcel No. 224-70.00, 2011 Taxes \$1,380.25 - E1/2SE1/4 2-5-11,
Parcel No. 224-50.00, 2011 Taxes \$11,448.42 - NE1/4 & NW1/4 2-5-11,
Parcel No. 224-20.00, 2011 Taxes \$6,526.28 - NW1/4 1-5-11,
Parcel No. 176-270-10, 2011 Taxes \$6,236.17 - SW1/4 30-6-11,
Parcel No. 176-250.00, 2011 Taxes \$1,274.15 - W1/2W1/2NE1/4 30-6-11)
11. Deed of Trust dated October 15, 2008, and recorded October 22, 2008, as Instrument #2008-4399, executed by Buffalo Hill Farm LLC, a Delaware limited liability company, to Drew K.

Theophilus, Esq., Trustee and Hartford Life Insurance Company, a CT Corporation and Hartford Life & Accident Insurance Company, a CT Corporation, Beneficiary, securing the sum of \$54,000,000.00. By Assignment recorded May 13, 2010, 2010-1789 of the Adams County records, the above Deed of Trust was assigned to Rabo Agrifinance, Inc.

12. Easement granted to Lincoln Telephone and Telegraph Co. filed April 9, 1931 in Book 19, Page 3 in the office of the Register of Deeds of Adams County, Nebraska. (Tracts 1 & 2)
13. Terms and provisions of Oil & Gas Lease executed by and between Clayton D. Lukow and Mary A. Lukow, husband and wife, (Lessor) and Empire Oil Properties, Inc. (Lessee) dated January 14, 1982 and filed March 11, 1982 as Instrument Number 820712; assigned to Richard E. Herber (1% ORRI), Lewis D. Tinkler (1% ORRI) and Charles W. Walker (1% ORRI) by Assignment of Oil and Gas Lease dated July 20, 1982 and filed July 26, 1982 as Instrument Number 822059 all in the office of the Register of Deeds of Adams County, Nebraska. (Tracts 1, 2, W1/2 5, S1/2 6, 7, 8, & 9)
14. Terms and provisions of Right-of-Way Contract granted to Sinclair Pipe Line Company, a Maine corporation filed May 9, 1923 in Book 16, Page 651; assigned to O.R. Burden Construction Corp., a Delaware corporation by Assignment of Rights of Way filed August 6, 1955 in Book 27, Page 551; assigned to Tower Pipeline, Inc., a Texas corporation by Assignment of Rights of Way filed October 11, 1985 as Instrument Number 853120 all in the office of the Register of Deeds of Adams County, Nebraska, (Tracts 3, 4, N1/2 of 6)
15. Terms and provisions of Oil and Gas Leases executed by and between Herbert G. Schukei and Hazel M. Schukei (husband and wife), Lessor and Empire Oil Properties, Inc. (Lessee), dated January 19, 1982 and filed March 11, 1982 as Instrument Number 820613; assigned to Zeteo Corporation by Assignment of Oil and Gas Lease dated March 20, 1982 and filed April 1, 1982 said assignment contains a reservation of 1/2 of 1% royalty; assigned to James P. Dawson 1/2% by Assignment of Oil and Gas Lease dated September 19, 1983 and filed September 22, 1983 as Instrument Number 832727 in the office of the Register of Deeds of Adams County, Nebraska. (E1/2 NW1/4, Tract 5)
16. Terms and provisions of Right of Way Grant to Kansas-Nebraska Natural Gas Company, Inc. filed May 2, 1956 in Book 28, Page 353 in the office of the Register of Deeds of Adams County, Nebraska. (Tract 12 & W1/2 of Tract 13)
17. Terms and provisions of Right of Way Grant to Kansas-Nebraska Natural Gas Company, Inc. filed May 2, 1956 in Book 28, Page 352 in the office of the Register of Deeds of Adams County, Nebraska. (Tract 12 & W1/2 of Tract 13)
18. Terms and provisions of Agreement executed by and between owners for pipeline filed September 11, 1980 as Instrument Number 802345 in the office of the Register of Deeds of Adams County, Nebraska. (Tract 12 & W1/2 of Tract 13)
19. Easement granted to Nebraska Public Power District filed May 4, 1981 as Instrument Number 811067 in the office of the Register of Deeds of Adams County, Nebraska. (SE1/4 SE1/4, Tract 15)
20. Terms and provisions of General Conveyance, Assignment, and Bill of Sale, granted to Source Gas Distributing, LLC, a Delaware limited liability company, filed April 9, 2007 as Instrument Number 20071580 in the office of the Register of Deeds of Adams County, Nebraska. (NW1/4 NE1/4, Tract 13 & Tracts 5, 10, 11 & 16)
21. Terms and provisions of Right-of-Way Grant to Kansas Nebraska Natural Gas Company, Inc. filed March 17, 1977 as Instrument Number 77209 in the office of the Register of Deeds of Adams County, Nebraska. (Tract 16)

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22. Terms and provisions of Right-of-Way Grant to Kansas Nebraska Natural Gas Company, Inc. filed July 1, 1948 in Book 25, Page 423 in the office of the Register of Deeds of Adams County, Nebraska. (Tract 11)
23. Terms and provisions of Agreement executed by and between owners for Gasline filed May 29, 1963 in Book 33, Page 349 in the office of the Register of Deeds of Adams County, Nebraska. (Tract 10)
24. Terms and provisions of Right-of-Way Grant to Kansas Nebraska Natural Gas Company, Inc. filed February 10, 1964 in Book 33, Page 672 in the office of the Register of Deeds of Adams County, Nebraska. (Tract 11)
25. Terms and provisions of Right-of-Way Grant to K N Energy, Inc., a Kansas corporation, filed September 25, 1996 as Instrument Number 964181 in the office of the Register of Deeds of Adams County, Nebraska. (Tract 10)
26. Terms and provisions of Right-of-Way Grant to K N Energy, Inc., a Kansas corporation, filed September 25, 1996 as Instrument Number 964182 in the office of the Register of Deeds of Adams County, Nebraska. (Tract 10)
27. Terms and provisions of Right-of-Way Grant to K N Energy, Inc., a Kansas corporation, filed September 25, 1996 as Instrument Number 964183 in the office of the Register of Deeds of Adams County, Nebraska. (Tract 10)
28. Terms and provisions of Right-of-Way Grant to K N Energy, Inc., a Kansas corporation, filed September 25, 1996 as Instrument Number 964184 in the office of the Register of Deeds of Adams County, Nebraska. (Tract 10)
29. Terms and provisions of Right-of-Way Grant to K N Energy, Inc., a Kansas corporation, filed September 25, 1996 as Instrument Number 964185 in the office of the Register of Deeds of Adams County, Nebraska. (Tract 10)
30. Terms and provisions of Right-of-Way Grant to K N Energy, Inc., a Kansas corporation, filed September 25, 1996 as Instrument Number 964186 in the office of the Register of Deeds of Adams County, Nebraska. (Tract 10)
31. Terms and provisions of Right-of-Way Grant to K N Energy, Inc., a Kansas corporation, filed September 25, 1996 as Instrument Number 964187 in the office of the Register of Deeds of Adams County, Nebraska. (Tract 10)
32. The policy to be issued in furtherance of this commitment will contain the following exception: No coverage is provided under the terms of this policy for Financing Statements and/or Security Agreements filed with the Uniform Commercial Code Office of the Secretary of State.
33. All Reservations as reserved in the patents issued by the United States of America.
34. Rights of the public, State of Nebraska, County of Adams in and to that portion of subject lands taken or used for road purposes, whether by easement or fee title.
35. The policy when issued will not insure the right to maintain any boundary wall or fence located beyond the subject property.

NOTE: COPIES OF ANY OR ALL OF THE ABOVE EXCEPTIONS MAY BE OBTAINED UPON REQUEST.

SCHEDULE C
Legal Description

The land referred to is situated in the State of Nebraska, County of Adams and is described as follows:

Tract One:

SW 1/4 Section 11, Township 6 North, Range 12 West of the 6th P.M. Adams County, Nebraska, Except that part deeded to the County of Adams, Nebraska, more particularly described as follows:

A strip of land 41.25 feet in width lying over and across the Westerly part of the Southwest Quarter (SW 1/4) said strip being parallel to and adjoining the West line of said Southwest Quarter (SW 1/4).

Tract Two:

SE 1/4 of Section 11, Township 6 North, Range 12 West of the 6th P.M., Adams County, Nebraska, Except a parcel of land located in the Southeast Quarter of the Southeast Quarter (SE 1/4 SE 1/4) of Section 11, Township 6 North, Range 12 West of the 6th P.M., Adams County, Nebraska, described as follows: Beginning at the Southeast corner of the Southeast Quarter of the Southeast Quarter (SE 1/4 SE 1/4) of Section 11; thence West along the South line of the Southeast Quarter of the Southeast Quarter (SE 1/4 SE 1/4) of Section 11, 468.00 feet thence North parallel to the East line of the Southeast Quarter of the Southeast Quarter (SE 1/4 SE 1/4) of said Section 11, 1165.35 feet thence East parallel to the South line of the Southeast Quarter of the Southeast Quarter (SE 1/4 SE 1/4) of said Section 11, 468.00 feet to a point on the East line of the Southeast Quarter of the Southeast Quarter (SE 1/4 SE 1/4) of said Section 11; Thence South along the East line of the Southeast Quarter of the Southeast Quarter (SE 1/4 SE 1/4) of said Section 11, 1165.35 feet to the Point of Beginning.

Tract Three:

The East Half of the Northwest Quarter (E 1/2 NW 1/4) Section 14, Township 6 North, Range 12 West of the 6th P.M., Adams County, Nebraska.

Tract Four:

The Northeast Quarter (NE 1/4) Section 14, Township 6 North, Range 12 West of the 6th P.M., Adams County, Nebraska.

Tract Five:

The Northwest Quarter (NW 1/4) of Section 13, Township 6 North, Range 12 West of the 6th P.M., Adams County, Nebraska.

Tract Six:

The Southeast Quarter (SE 1/4) of Section 14, Township 6 North, Range 12 West of the 6th P.M., Adams County, Nebraska, Except that part of Tract Seven as shown on attached aerial map.

Tract Seven:

Part of the Southeast Quarter of the Southeast Quarter (SE 1/4 SE 1/4) of Section 14, and part of the North Half of the Northeast Quarter of the Northeast Quarter (N 1/2 NE 1/4 NE 1/4) of Section 23, all in Township 6 North, Range 12 West of the 6th P.M., Adams County, Nebraska, more particularly described as shown on attached aerial map.

Tract Eight:

The Northwest Quarter (NW 1/4) of Section 23, Township 6 North, Range 12 West of the 6th P.M., Adams County, Nebraska, Except that part deeded to the County of Adams, Nebraska, more particularly described as follows:

A strip of land 41.25 feet in with lying over and across the Westerly part of the Northwest Quarter (NW 1/4), said strip being parallel to and adjoining the West line of said Northwest

Quarter (NW 1/4).

Tract Nine:

The North Half of the Northeast Quarter (N 1/2 NE 1/4) of Section 23, Township 6 North, Range 12 West of the 6th P.M., Adams County, Nebraska, Except that part of Tract Seven as shown on attached aerial map.

Tract Ten:

The Southwest Quarter (SW 1/4) of Section 30, Township 6 North, Range 11 West of the 6th RM., Adams County, Nebraska, Except T -7 Partnership Subdivision.

Tract Eleven:

The West Half of the West Half of the Northeast Quarter (W 1/2 W 1/2 NE 1/4) of Section 30, Township 6 North, Range 11 West of the 6th P.M., Adams County, Nebraska, Except that part more particularly described as follows:

Beginning at the Northwest Corner of said Quarter Section; thence Easterly a distance of 662.85 feet along the North line of said Quarter Section to the Northeast Corner of said West Half of the West Half of the Northeast Quarter (W 1/2 W 1/2 NE 1/4); thence Southerly deflecting 89°57', Right a distance of 73.67 feet along the East line of said West Half of the West Half of the Northeast Quarter (W 1/2 W 1/2 NE 1/4); thence Westerly deflecting 089°48' Right, a distance of 682.94 feet to a point on the West line of said Quarter Section; thence Northerly deflecting 090°16' Right, a distance of 76.56 feet along the West line of said Quarter Section to the Point of Beginning.

Tract Twelve:

The West Half of the Northwest Quarter (W 1/2 of NW 1/4) of Section 2, Township 5 North, Range 11 West of the 6th P.M., Adams County, Nebraska.

Tract Thirteen:

The East Half of the Northwest Quarter (E 1/2 of NW 1/4) and the West Half of the Northeast Quarter (W 1/2 of NE 1/4) of Section 2, Township 5 North, Range 11 West of the 6th P.M., Adams County, Nebraska.

Tract Fourteen:

The East Half of the Northeast Quarter (E 1/2 of NE 1/4) of Section 2, Township 5 North, Range 11 West of the 6th P.M., Adams County, Nebraska.

Tract Fifteen:

The East Half of the Southeast Quarter (E 1/2 SE 1/4) of Section 2, Township 5 North, Range 11 West of the 6th P.M., Adams County, Nebraska.

Tract Sixteen:

The Northwest Quarter (NW 1/4) of Section 1, Township 5 North, Range 11 West of the 6th P.M., Adams County, Nebraska, Except that part more particularly described as follows:

Beginning at the Northeast Corner of said Quarter Section; thence Westerly a distance of 1041.93 feet along the North line of said Quarter Section; thence Easterly on a 1497.39 foot radius curve to the left, deflection to the initial tangent being 1133°03' Left, a distance of 442.82 feet, subtending a central angle of 16°57'; thence Easterly deflecting 00°14' Left, a distance of 1205.59 feet thence Northerly deflecting 087°48' Left, a distance of 60.00 feet along the East line of said Quarter Section to the Point of Beginning.

COMMITMENT

Conditions and Stipulations

1. The term "mortgage", when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed insured has or acquires actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim, or other matter, the Company, at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed insured and such parties included under the definition of insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate of interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions, exclusion from coverage, and the Conditions and Stipulations of the form of policy or policies committed for in favor of the proposed insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. Any claim or loss or damage, whether or not based on negligence, and which arises out of the status of the title to the estate or interest or the lien of the insured mortgage covered hereby or any action asserting such claim, shall be restricted to the provisions and conditions and stipulations of this Commitment.

**First American Title Insurance Company National Commercial Services
The First American Corporation
Privacy Policy**

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information – particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our underwriter, The First American Corporation, we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its *Fair Information Values*, a copy of which can be found on its website at www.firstam.com.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's *Fair Information Values*. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.